

into a service relationship with that Candidate, both companies shall be responsible for payment of the Fee to the Search Firm.

6. **Reimbursement of Expenses.** The Client shall reimburse the Candidates for all reasonable interviewing expenses incurred by any Candidate who resides outside a 50 - mile radius of the location where the interview is to be conducted, including but not limited to transportation, food and lodging.

7. **Termination.** The Client may, upon written notice, terminate this Agreement at any time. The Client agrees that in the event this Agreement is terminated prior to the placement of a Candidate, the Client shall not be entitled to a refund of any portion of the Fee already paid. Notwithstanding anything to the contrary contained in this Agreement, in the event any Candidate presented by the Search Firm is hired by the Client within one year following the termination of this Agreement the Client shall pay the entire Fee to the Search Firm.

8. **Guarantee.** The Search Firm will guarantee the placement of the Candidate for a period of twelve months. This period of twelve months begins on the date the Candidate commences working for the Client. Should the Candidate resign or be terminated for cause during this twelve-month period, the Search Firm commits to engage in a replacement search at no cost to the Client. This guarantee will be protected if final payment is received within 15 days of the first day of employment of the candidate.

9. **Governing Law.** This agreement shall be governed by the laws of the State of California as to both interpretation and performance.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements between the Client and the Search Firm. No modification, change or amendment of this Agreement or any of its provisions shall be valid unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.

11. **Facsimile; Counterparts.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CLIENT:

Initial _____
Client Search Firm